

ANR

2 Marie Arnold
3 10367 Perfect Parsley
4 Las Vegas, NV 89183
725-202-1325
In Pro Per

E-FILING

FILED
JUL 08 2019
SUSAN Y. SOONG
CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
*Pt 1
Suz M.
filed*

6 UNITED STATES OF DISTRICT COURT
7
8 NORTHERN DISTRICT OF CALIFORNIA
9
10 SAN JOSE DIVISION

12 MARIE ARNOLD,

13 Plaintiff,
14 vs.

16 METLIFE AUTO & HOME INSURANCE
17 AGENCY INC, METLIFE GROUP, INC

18 Defendant,

FFC 19 03920
CASE NO: VKD

NEGLIGENCE
NEGLECTFUL MISREPRESENTED
INVADING PRIVACY

1
2 **JURISDICTION**
3

4 2. This Court has Diversity Jurisdiction over Plaintiff and Defendant are citizens of
5 different state 28. U.S.C. 1332
6

7 Plaintiff, Marie Arnold is natural person, citizen of state of Nevada
8

9 **VENUE**
10

11 3. Venue is proper pursuant 28. U.S.C. 1391 in District of Nevada, Plaintiff lives in this
12 State of Nevada, Defendant is corporation, personal jurisdiction 28
13 U.S.C 1391 with multi district
14

15 Plaintiff Arnold and Defendant Metlife contract agreement was made in Santa Clara, CA
16

17 **INTRA- DISTRICT ASSIGNMENT**
18

19 4. This lawsuit is assigned to U.S. District Court, District of Northern California
20

21 **Parties**
22

23 5. Plaintiff, Marie Arnold reside at 10367 Perfect Parsley St. Las Vegas, Nevada, 89183 Clark
24 County natural person.
25

26 6. Defendant, METLIFE 200 Park Ave, New York, NY 10166 is a corporation, principal of
27 business headquarter is in New York
28

29 **STATEMENT OF FACTS**
30

31 Plaintiff Marie Arnold insured by Metlife life insurance employees benefits provided
32 by employer Kaiser Permanente services since Dec.29,1999 \$5,000 a yearly Plaintiff Marie Arnold
33 was healthcare worker, voluntary terminated her occupation May. 13,2012. Plaintiff was suffering
34 emotional distress from false medical breach of medical records Cyber attack from employers,
35

1
2 **II. MISREPRESENTED**
3

4 **33. U.S. Code 931 (a)(1)(ii) penalty for Misrepresentation**

5 Defendant Agent negligent misrepresented failure to full disclosure leverage cash value
6 withdraws, take a loan against your policy or sell your policy. Relevant information based on
7 eligible to qualify for " whole life cash value cash out." Defendant beach Plaintiff requested
8 for copy of policy blooklet, Defendant concealment of a materials and information on Plaintiff's
9 Arnold Policy. Plaintiff waited for copy of policy from Defendant. Only two pages of Policy
10 information. **(EXHIBIT A) Metlife Life Insurance. (Eddy vs. Sharp) (19880) 199 CA3d**
11 **858,865,245, CR** An Agent Broker who misrepresentation a policy coverage either before
12 or after purchase, can be liable for negligent misrepresentation. Defendant Agent concealed facts
13 about whole life Insurance protects employee in the events of early accident, chronic illness or
14 disability and take loan before aged 65 and provide cash value with penalties surrender charges.
15
16 Defendant and Brighthouse fialed to pay pension benefits to tens of thousand of employee covered by
17 its group annuity contracts. "Betrayed thousands of annultants." misleading representation.
18 Plaintiff was one of thousands annultants Defendant graceful defruad and spoof with deception.
19 Defendant use brainwashing and mind control because Plaintiff lack knowledge insurance contracts
20 withdraws.

21
22 **INVADING OF PRIVACY**

23 **III. Violation of 4th Amendments, U.S. Constitution Invading of Privacy**

24 Plaintiff Arnold, 4th Amendment rights were violated by Defendant's Officers.
25
26 The 4th Amendments of U.S. Constitution provides that "[t]he right of the people to be
27 secure in their persons, houses, papers, and effects, Plaintiff privacy was
28

1 surveillance on the insured employees. Plaintiff suffered from her
2 employer employees cyber attack breach in 2008. (*Marie Dantes vs. Kaiser Permanente*)
3 Plaintiff was malaparctice and employment discriminated. Defendant is aware of
4 preexisting medical condition, such as mental disability in 2006 during employment. Plaintiff Marie
5 entitled to claim to “whole life policy amount” due to related terminal diagnosis as to chronic
6 condition, diagnosis mental disability and other diagnosis. Plaintiff can provide medical record as
7 upon request. Plaintiff Marie Arnold alleges Defendant had intentional deny and defraud her due to
8 her mental incompetent and mental disability, Plaintiff was unaware of falsity of the representation,
9 must have been acted in reliance upon the truth of representation. Plaintiff is entitled for Equitable
10 Estoppel tolling on fraud statue limitations is four years, as is breach of fiduciary duty statue of
11 limitations. The general rule the statues of limitation begins to run when Plaintiff discovers that a
12 fraud occurred or exercise of reasonable diligence, should have discovered fraud. (*Computer*
13 *Associates Int'l. Inc vs. Altai Inc*) The Texas Supreme Court held that, because fiduciaries have duty
14 to disclose upon which beneficiary is entitled to rely, breach of fiduciary duty is inherently
15 undiscoverable as matter law. Plaintiff is mental incompetet, disability is protected in ADA
16 disability in federal statue limitation in mental disability.
17
18
19

20
21
22 **CLAIMS FOR RELIEF**
23

24 **I. NEGLIGENCE**
25

26 **BREACH OF PERSONAL INFORMATION**
27

28 On October 18,2018 Defendant Metlife had Data Breach of confidential information,

1 involving "The Benefit Administrator." **(EXHIBIT A) Attorney General California Breachs**
2 **website Metlife copy of Notice of breach.** Defendant Metlife was negligence and reckless failed to
3 protect confidential personal information due to their data breach. Defendant Metlife failed to secure
4 highly sensitive information, causing high risk in identity theft and criminal activity. Defendant
5 Metlife owe a duty to protect and secure highly sensitive personal data. Defendant failed their
6 duty to obligate. Defendant breach of duty of protecting personal data, Defendant committed
7 unlawful negligence, Defendant wrongdoing violated California Privacy Act. Careless and reckless.
8 Causation, Defendant carelessness of negligence cause harm to Plaintiff personal information.
9 Proximate Cause, Defendant owe duty to protect her personal information (ERISA). Plaintiff
10 suffered emotional distress, mental anguished, paranoid, illness, pain and suffering mental illness due
11 to stalkers, identity theft and hackers. Defendant had duty a to exercise reasonable care. Damages
12 Defendant owes Plaintiff compensatory damages of \$50,0000.00 emotional harm
13 Plaintiff Marie Arnold and Defendant has proof of existence contract "Promise Whole Life"
14 **(EXHIBIT A)** Plaintiff's Policy Metlife Life Insurance. Defendant Agent breach duty to perform to
15 disclose policy materials and facts. Plaintiff Arnold and Defendant had written agreement with life
16 insurance policy contract, actual contract existence of \$50,0000.00. Defendant breach duty
17 to perform duty owe to Plaintiff. Defendant breach and intent to conceal of material facts of
18 the contract, up hold from Plaintiff's entitlement agreement of contract. Plaintiff in good faith
19 called in Agent to informed about her status, unable to pay. Defendant concealing all alternative
20 optional relating on contract. Defendant breach fiduciary duty to beneficiaries/ trustee/ excutor of trust
21 under law, three elements fiduciary duties, involving trust, a duty of loyalty, a duty of full
22 disclosure. Plaintiff request in cash value withdraw in writing mental disability. Defendant deny cash
23 value withdraw full policy. **(Mitchell vs. Meteropolitan Life Insurance Company) Nos 0855277,**
24 **0855686** Plaintiff Mitchell was favored against Metropolitan eligible for benefits under Metlife's
25 policy. Plaintiff suffered chronic illness had long term disability.
26
27
28

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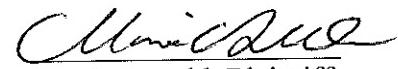
1 invaded by Defendants cause Plaintiff severe emotional distress, Defendant use
2 video surveillance to watch insured for investigations and employments.
3 Plaintiff was being harassed with Defendant's interception radio
4 fequency, Plaintiff has family affairs and daily routine, relationship. Plaintiff
5 feels as their using ease dropping to violate her rights in house. Defendant
6 committed defamatory against Plaintiff's relationships. Plaintiff is haunted
7 By the Defendant wrongful conduct.

10 **PRAYER FOR RELIEF**
11

12 Plaintiff prayer for compensatory damages for \$500,000.00 and
13 punitive damages \$1,000,000.00 for negligent emotional distress and past and future loss

14
15 I declare under penalty of prejury under law of the State of Nevada that the foregoing is correct
16 true and correct.

17
18 Respectfully,
19

20 
21 Marie Arnold, Plaintiff
22 Pro Se

23
24 Date july.9,2019
25
26
27
28

EXHIBIT A



Metropolitan Life Insurance Company
Insert Your Business Unit
Insert Your Street Address
Insert City, State and Zip

[Insert Recipient's Name]

DATE

Insert Street Address
Insert City, State, and Zip

Re: Notice of Data Breach

Dear Name:

WHAT HAPPENED

On October 18, 2018 MetLife inadvertently sent an email containing some of your personal information in an attachment to a Benefits Administrator for another MetLife group customer. The Benefits Administrator, who regularly works with MetLife, deleted the email, including your personal information. The Benefits Administrator routinely handles sensitive information and we do not believe your information is at risk.

WHAT PERSONAL INFORMATION WAS INVOLVED?

The inadvertently disclosed attachment contained your Social Security Number, date of birth, gender, address and insurance coverage information.

WHAT WE ARE DOING

We have arranged for you to enroll, at no cost to you, in an online three-bureau credit monitoring service (*My TransUnion Monitoring*) for one year provided by TransUnion Interactive, a subsidiary of TransUnion®, one of the three nationwide credit reporting companies.

WHAT YOU CAN DO

Privacy laws do not allow us to register you directly. To enroll in this service, go to the TransUnion Monitoring website at www.transunionmonitoring.com and in the space labeled "Activation Code", enter this code: <<Insert Unique 12- letter Activation Code>> and follow the three steps to receive access to the credit monitoring service online within minutes.

If you do not have access to the Internet, you may enroll in a similar paper-based credit monitoring service via U.S. mail delivery, by calling the TransUnion Fraud Response Service's toll-free hotline at **1-855-288-5422**, and when prompted, enter this code: **696518** and follow the steps to enroll in the offline credit monitoring service.

You can sign up for the online or offline credit monitoring service anytime within the next

EXHIBIT B



April 7, 2017

MARIE A DANTES
1201 SYCAMORE TER SPC 102
SUNNYVALE CA
94086-8712

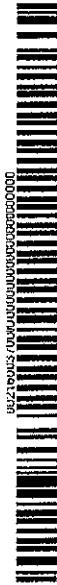
We are enclosing the Acknowledgement of Insurance you requested.

If you have any questions, please contact your financial professional or call our Customer Service Center at 1-800-638-5000 Monday through Friday between 9 a.m. and 6 p.m., ET. You may also view your policy information online at www.eservice.metlife.com.

Sincerely,

Elena Dorotayo

Elena Dorotayo
Customer Solutions Center





Metropolitan Life Insurance Company

The Company above has issued a policy of insurance (referred to as the Policy) on the life of the Insured named below. The status of the Policy depends on the payment of premiums due, if any. The original Policy, together with the application upon which it was based, is the entire contract between the Company and the Owner.

This is a brief description of the Policy.

Policy Number 21216479 UT

Policy Issue Date
of Original Policy

June 14, 2012

Plan Promise Whole Life

Face Amount of Insurance \$ 50,000.00
(As of date shown below)

Insured MARIE A DANTES

Owner MARIE A DANTES

Any additional benefits contained in the Policy are not described here. Further details about the policy and benefits will be furnished upon request.

The Company may also require surrender of this Acknowledgement, the original Policy (if found) and any replacement of the original Policy when a claim is presented.

Date April 7, 2017

Timothy Ring
Secretary